ANTENDA FENT OF COLLECT	1 CONTRACT	ID CODE	PAGE OF PAGES				
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	J		1 13		
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	**	5 PROJECT	NO (Ifapplicable)		
50	03-Mar-2016	SEE SCHEDULE					
SSUED BY   CODE   N61340   7   ADMINISTERED BY (Ifother than item 6)   CODE   S2101A					1A		
8. NAME AND ADDRESS OF CONTRACTOR (	No., Street, County,	State and Zip Code)	9A. AMENDMI	ENT OF SO	LICITATION NO.		
L B & B ASSOCIATES INC. RICK FRANZ 9891 BROKENLAND PKWY STE 400 COLUMBIA MD 21046-3005		9B. DATED (SEE ITEM 11)					
	x	10A. MOD. OF N61340-11-D-1	CONTRAC 007-0002	T/ORDER NO.			
CODE 01/340	X	10B. DATED (SEE ITEM 13) X 04-Aug-2011					
CODE 0V349 FACILITY CODE X 04-Aug-2011  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
The above numbered solicitation is amended as set forth			is extended,	is not exter	nded		
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegramor letter, provided each telegramor letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified							
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
See Schedule	M ADDITIC ON VI	CO MODIFICATIONS OF CONTRACTS	DDEBC				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT S'ORDERS.  IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014) & 232-703-1.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT /MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: charran16401  The purpose of this modification is to (1) Incrementally fund CLINs/SLINs 160104, 160503, 160904, 161303, 161703, 162104, 164204, 164604, 170102, and 170302 in the total amount of \$1,764,222.26 and (2) Revise and incorporate the Price Breakout Worksheet (PBW) dated 01 March 2016. See continuation page for details. All other terms and conditions remain the same.  Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
AYANA GRAHAM (25362) /			LE OF CONTRACTING OFFICER (Type or print) NTRACTING OFFICER  EMAL: ayana.graham@nayymil				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	TEL: 407-380-4012 D 16B	CIVIA L ayana.gran	The same	C. DATE SIGNED		
13B. CONTRACTOROTTEROR	IJC. DATE SIGNED	200007					
(Signature of person authorized to sign)		(Signature of Contracting Office	r)	_ 0	3-Mar-2016		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: MODIFICATION SUMMARY 50

The purpose of modification 50 in to:

1. Incrementally funds CLINs/Slins as follows:

CLIN/SLIN	Description	From	Ву	То
160104	Incremental Funding for CIS Norfolk			
160503	Incremental Funding for CIS Everett			
160904	Incremental Funding for CIS Mayport			
161303	Incremental Funding for CIS Pearl Harbor			
161703	Incremental Funding for CIS San Diego			
162104	Incremental Funding for CIS Japan		(8)	
164204	Funding for CIS San Diego LCS JOOD			
164604	Funding for NSS Instructors Newport RI			
170102	Incremental Funding for Bahrain			
170302	CIS San Diego LCS JOOD			
Total Funding		\$11,777,460.43	\$1,764,222.25	\$13,541,682.68

# 2. Update and incorporate revised PBW dated 01 March 2016

All other terms and conditions remain the same.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 160104 is added as follows:

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 160104 \$0.00

Incremental Funding for CIS Norfolk

FFP

Incremental Funding for CIS Norfolk IAO via MOD 50.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300550377

NET AMT \$0.00

ACRN BP

CIN: 130055037700001

SUBCLIN 160503 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 160503 \$0.00

Incremental Funding for CIS Everett

FFP

Incremental Funding for CIS Everett IAO via Mod 50.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300550378

NET AMT \$0.00

ACRN BQ

CIN: 130055037800001

SUBCLIN 160904 is added as follows:

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT \$0.00

Incremental Funding for CIS Mayport

FFP

Incremental Funding for CIS Mayport IAO via Mod 50.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300550377

NET AMT \$0.00

ACRN BP

CIN: 130055037700002

SUBCLIN 161303 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 161303 \$0.00

Incremental Funding for CIS Pearl Harbor

FFP

Incremental Funding for CIS Pearl Harbor IAO via Mod 50.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300550378

NET AMT \$0.00

ACRN BQ

CIN: 130055037800002

SUBCLIN 161703 is added as follows:

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\$0.00

UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **AMOUNT** 161703 \$0.00 Incremental Funding for CIS San Diego **FFP** Incremental Funding for CIS San Diego IAO via Mod 50. FOB: Destination PURCHASE REQUEST NUMBER: 1300550378 **NET AMT** \$0.00 ACRN BQ CIN: 130055037800003 SUBCLIN 162104 is added as follows: ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 162104 \$0.00 Incremental Funding for CIS Japan **FFP** Incremental Funding for CIS Sasebo/Yokosuka, Japan IAO via Mod 50. FOB: Destination PURCHASE REQUEST NUMBER: 1300550378

**NET AMT** 

SUBCLIN 164204 is added as follows:

ACRN BQ

CIN: 130055037800004

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 164204 \$0.00 Funding for CIS San Diego LCS JOOD **FFP** Incremental funding for CIS San Diego LCS JOOD IAO via MOD 50 FOB: Destination PURCHASE REQUEST NUMBER: 1300554740 **NET AMT** \$0.00 ACRN BN CIN: 130055474000001 SUBCLIN 164604 is added as follows: ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 164604 \$0.00 Funding for NSS Instructors Newport RI Incremental funding for NSS Instructors Newport RI IAO via MOD 50 FOB: Destination PURCHASE REQUEST NUMBER: 1300554740 **NET AMT** \$0.00

SUBCLIN 170102 is added as follows:

ACRN BN

CIN: 130055474000002

ITEM NO 170102 SUPPLIES/SERVICES

QUANTITY

UNIT

**UNIT PRICE** 

AMOUNT \$0.00

Incremental Funding for Bahrain

**FFP** 

Incremental Funding for Mobilization and Instr. Services Bahrain in the amount of

. MOD 50.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300550378

NET AMT

\$0.00

ACRN BQ

CIN: 130055037800005

SUBCLIN 170302 is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT

**UNIT PRICE** 

AMOUNT

\$0.00

CIS San Diego LCS JOOD

**FFP** 

170302

Incremental funding for CIS San Diego LCS JOOD IAO

FOB: Destination

PURCHASE REQUEST NUMBER: 1300554740

**NET AMT** 

\$0.00

ACRN BN

CIN: 130055474000003

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 160104:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 160503:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 160904:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 161303:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 161703:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 162104:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 164204:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 164604:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 170102:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 170302:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,764,222.25 from \$11,777,460.43 to \$13,541,682.68.

SUBCLIN 160104:

Funding on SUBCLIN 160104 is initiated as follows:

ACRN: BP

CIN: 130055037700001 Acctng Data: 1761804 60BD 257 53825 S 060951 2D C001NA Increase: Total: Cost Code: 465816SU001D SUBCLIN 160503: Funding on SUBCLIN 160503 is initiated as follows: ACRN: BQ CIN: 130055037800001 Acctng Data: 1761804 70BD 257 53824 S 060957 2D C002TP Increase: Total: Cost Code: 538246NU000Q SUBCLIN 160904: Funding on SUBCLIN 160904 is initiated as follows: ACRN: BP CIN: 130055037700002 Acctng Data: 1761804 60BD 257 53825 S 060951 2D C001NA Increase: Total: Cost Code: 465816SU001D SUBCLIN 161303:

Funding on SUBCLIN 161303 is initiated as follows:

ACRN: BQ

CIN: 130055037800002

Acctng Data: 1761804 70BD 257 53824 S 060957 2D C002TP

Increase:

Total:

Cost Code: 538246NU000Q

# SUBCLIN 161703: Funding on SUBCLIN 161703 is initiated as follows: ACRN: BQ CIN: 130055037800003 Acctng Data: 1761804 70BD 257 53824 S 060957 2D C002TP Increase: Total: Cost Code: 538246NU000Q SUBCLIN 162104: Funding on SUBCLIN 162104 is initiated as follows: ACRN: BQ CIN: 130055037800004 Acctng Data: 1761804 70BD 257 53824 S 060957 2D C002TP Increase: Total: Cost Code: 538246NU000Q SUBCLIN 164204: Funding on SUBCLIN 164204 is initiated as follows: ACRN: BN CIN: 130055474000001 Acctng Data: 1761804 22M8 257 63190 0 068566 2D C25006 Increase: Total: Cost Code: 631906A1935Q SUBCLIN 164604: Funding on SUBCLIN 164604 is initiated as follows: ACRN: BN

Acctng Data: 1761804 22M8 257 63190 0 068566 2D C25006

Increase:

CIN: 130055474000002

Total:

Cost Code: 631906A1935Q

SUBCLIN 170102:

Funding on SUBCLIN 170102 is initiated as follows:

ACRN: BQ

CIN: 130055037800005

Acctng Data: 1761804 70BD 257 53824 S 060957 2D C002TP

Increase:

Total:

Cost Code: 538246NU000Q

SUBCLIN 170302:

Funding on SUBCLIN 170302 is initiated as follows:

ACRN: BN

CIN: 130055474000003

Acetng Data: 1761804 22M8 257 63190 0 068566 2D C25006

Increase:

Total:

Cost Code: 631906A1935Q

SECTION I - CONTRACT CLAUSES

The following have been modified:

## 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s)  $\underline{1601, 1605, 1609, 1613, 1617, 1621, 1642, 1646, 1701, and 1703}$  are incrementally funded. For these item(s), the sum of  $\underline{\$1,764,222.25}$  of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract for FY16:

August 14, 2015	\$ 678,973.16
November 02, 2015	\$ 336,794.66
November 18, 2015	\$124,329.03
December 7, 2015	\$405,321.93
<b>December 16, 2015</b>	\$39,047.20
January 7, 2015	\$250,874.50
March 1, 2016	\$1,764,222.25

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

### **Exhibits**

CDRLs --- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI Exhibit A006 – Mobilization CI Contractor Performance Summary Report

Exhibit A007 - CI Contractor Performance Summary Report

Exhibit A009 - Quality System Plan

Note: CDRL numbers A003, A004 and A008 not used.

### **Attachments**

Attachment 1 Statement of Work (SOW) Addendum B (CIS) NSS RFP 22APR2011 CH 2

Appendix B01 NSST 28 Mar 11 CH1

Appendix B02 CH 1 Littoral Combat Ship (LCS) Shiphandling Trainer

Attachment 1- ATG Atlantic, Norfolk VA Ch2 24Oct11 Attachment 2- ATG Pacific, San Diego CA Ch2 24Oct11

Attachment 3- ATG Mayport FL Ch2 24Oct11

Attachment 4Attachment 5Attachment 6Attachment 7Attachment 7ATG Northwest, Everett WA Ch2 24Oct11
ATG MIDPAC, Pearl Harbor HI Ch2 24Oct11
ATG USNB, Sasebo Japan Ch2 24Oct11
ATG USNB, Yokosuka Japan Ch2 24Oct11

Attachment 8- Newport

Attachment 9- Naval Station, Rota, Spain 12 May 15

Attachment 10- Naval Support Activity, Manama, Bahrain 12 May 15

Appendix B003 SWOSCOLCOM NSS Instructors

Attachment 2 CDRL Addressee List Rev 1

Attachment 3 DD Form 254 – Contract Security Classification Specification

Attachment 4 Quality Assurance Surveillance Plan (QASP)

Attachment 5 Price Breakout Worksheet (PBW) Mod 50, 01 March 2016 Incremental Funding

Attachment 6 Government Furnished Equipment (GFE) List

Attachment 7 NSS Site Specific Contact Information

Attachment 8 Data Item Transmittal Form NAWCTSD 4330/60 Rev 2

(End of Summary of Changes)